

The Manager

HSBC Colombo

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Dear Sir

RE: REFERRALS FOR INTERNATIONAL ACCOUNT OPENING AT HSBC GROUP ENTITIES

Full Name:

NIC: or Passport no – to be filled as appropriate

Account No (for existing HSBC account holders):

1. In consideration of The Hongkong and Shanghai Banking Corporation Limited, Sri Lanka Branch (the “Bank”/ HSBC), referring me/us for international account opening referral process (the “Process”) ,I/ we do hereby irrevocably , unconditionally agree and acknowledge as follows;
2. (a)I/We consent and agree to select and meet either of the minimum eligibility criteria set out below
 - (i) to open a personal banking account as per HSBC general banking Terms and Conditions and maintain a total relationship balance (“TRB”) of LKR. 500,000 or equivalent in foreign currency in either Current or Savings account or
 - (ii) meet the Premier eligibility criteria as per the HSBC Premier Terms and Conditions or
 - (iii) meet the Advance eligibility criteria as per the HSBC Advance Terms and Conditions(b) I /we acknowledge that the Bank may at any time and from time to time vary or amend the aforesaid eligibility criteria.
3. I / we acknowledge that following fees and charges shall be applicable depending on the eligibility criteria chosen by me /us for the said Process.

	Premier	Advance	Personal Banking account with LKR. 500,000 balance
Below balance fee (applied in the event account holder does not maintain the minimum eligibility criteria mentioned in clause 1 above)	LKR 3000	LKR 1500	LKR.1500
Local service charges	Not applicable	LKR.10,000	LKR.10,000

4. I/ we acknowledge that I am/we are liable to pay any other charges the Bank may impose in line with the banking services that will be used by me from time to time which are governed by the respective banking terms and conditions that I am/we are bound by as well as other fees and charges which is stipulated in the tariff guide which is available in the HSBC public website.
5. The international account opening for Sri Lankan citizens shall be subject to and governed by Regulation No.4 of 2021 published in the *Gazette* Extraordinary No. 2213-37 under Foreign Exchange Act, No.12 of 2017. The decision of HSBC shall be the final decision on whether an individual meets the permitted criteria in accordance with the Regulation No.4 of 2021 published in the *Gazette* Extraordinary No. 2213-37 under Foreign Exchange Act, No.12 of 2017 in order to be referred for the international account opening process.
6. International account opening applications will be processed by overseas HSBC group entities, and shall be subject to the approvals and assessments of the respective overseas HSBC group entity (hereinafter "Overseas HSBC Group Entity") based on the eligibility criteria imposed by the Overseas HSBC Group Entity. I/we hereby acknowledge that HSBC will be facilitating this Process by referring me/us to the destination market and therefore shall not be responsible for the final decision of account opening by the Overseas HSBC Group Entity of the destination market
7. I/ we acknowledge that depending on the destination country, additional documentation will be required by the Overseas HSBC Group Entity to proceed with the international account opening process. Accordingly,
 - a. I/ we hereby provide our irrevocable and unconditional consent to HSBC to provide all relevant information including but not limited to account information and personal information and /or documentation whatsoever to the respective Overseas HSBC Group Entity as may be required by such Overseas HSBC Group Entity in line with their respective processes including the account onboarding process.
 - b. I/we acknowledge that the Bank shall not be responsible or accept liability for any information, including but not limited to personal data, provided by the Bank and /or me /us to the Overseas HSBC Group Entity.
8. I/we understand and acknowledge that once the international account is opened, I/ we shall be bound by the terms and conditions of the respective Overseas HSBC Group Entity with regard to my/our international account.
9. I /we understand and acknowledge that time taken to open the international account shall be subject to timelines of the respective Overseas HSBC Group Entity

10. I /We hereby unconditionally and irrevocably agree that the Bank shall not be liable under any circumstances whatsoever for any loss and/or damage (actual, consequential, statutory, delictual, tortious and/or otherwise) suffered by you/us or any person claiming under you due to, in connection with and/or as a result of the Bank referring me /us to such Overseas HSBC Group Entity and as a result of my /our maintenance and /or usage of the international account/s or services , respectively , offered by Overseas HSBC Group Entity .
11. I /we hereby shall unconditionally and irrevocably agree to indemnify and keep the Bank and its respective directors, officers, employees, agents and representatives freed and indemnified against any and all costs, losses, damages, liabilities and expenses (including attorney fees) arising howsoever from or in connection with, relating to, or as a result of, any breach of covenants under this letter, or use of international account offered by the Overseas HSBC Group Entity.
12. I / we hereby undertake to execute any further undertakings and/or consents that the Bank may, at its discretion, consider necessary in connection with the international account opening by the Overseas HSBC Group Entity
13. I/ We hereby further confirm, declare and undertake to and with the Bank that I /we shall at all times ensure that the rights of the Bank are not prejudiced in any manner whatsoever by reason of the Bank referring me /us to the said Process.
14. The terms and conditions contained herein shall be governed and construed in accordance with the laws of Sri Lanka.

We / I hereby irrevocably and unconditionally agree and acknowledge the aforementioned terms and conditions and hereby grant my/our irrevocable and unconditional written consent for the Bank to carry out the said Process.

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Signature of the Applicant

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Date